

AGREEMENT

THE TOWN OF HUBBARDSTON
AND

HUBBARDSTON PROFESSIONAL
FIREFIGHTERS –LOCAL 4957- IAFF

JULY 1, 2016 THROUGH JUNE 30, 2019

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1. RECOGNITION AND SCOPE

The Town of Hubbardston recognizes the Hubbardston Professional Firefighters IAFF Local-4957 as the exclusive collective bargaining representative for the permanent full-time uniformed firefighters in the rank of Firefighter and Captain. If the Town decides to establish a Lieutenant's position and/or a Deputy Chief's position to the compliment of The Hubbardston Fire Department, the Town will negotiate the wages, hours and working conditions of the new positions in accordance with M.G.L Ch. 150 E.

2. DURATION

This agreement shall be effective July 1, 2016 and shall remain in effect until June 30, 2019. At the end of the third fiscal year, this agreement shall remain in effect until a successor agreement is agreed upon.

The terms of this agreement shall cover only the permanent full-time firefighters.

3. SENIORITY

Full-time seniority shall be based upon the firefighter's original fulltime date of appointment and continuous service as a permanent full-time firefighter for the Town of Hubbardston. Seniority shall be used in determining reductions in staff.

4. LAY OFF

In the event that the Town decides to lay off bargaining unit members; the layoffs will occur in inverse order of the permanent fulltime appointment date. A four week notice will be given by the Town to the bargaining unit members. The Town will negotiate with the Union the impact of the lay-offs before the reductions take effect.

Bargaining unit members shall be recalled from lay-off according to their fulltime seniority. No new full time fire department employees shall be hired until all bargaining unit members in lay-off status desiring to return to work have been authorized by the Town to be rehired.

5. PROBATIONARY PERIOD

Newly hired employees shall be considered probationary employees during the first twelve (12) months of continuous employment.

A bargaining unit member who is terminated during his/her probationary period shall have no recourse to the grievance procedure.

6. NO STRIKE CLAUSE

There shall be no strikes, work stoppages, or interruption or impeding of work, sympathy strikes, refusal to cross picket lines, or refusal to perform duties established by contract. No bargaining unit members or representative of the Union shall authorize, instigate, aid or condone any such activities. No bargaining unit members shall participate in any such activities.

7. UNION DUES/AGENCY SERVICE FEE

Upon written authorization by a bargaining unit member and the approval of the Union President, the Town agrees to withhold from bi-weekly wages of each bargaining unit member the sums certified as agency service fees, initiation fees, assessments and union dues. The Town will transfer these amounts monthly via direct deposit to the Hubbardston Firefighters Local -4957's union bank account.

A bargaining unit member that chooses not to join the Union will as a condition of employment pay to the Union an agency fee subject to the provisions as defined in Section 12 of Chapter 150E of the MGL.

8. WORK SCHEDULE

The work week for bargaining unit members shall be an average of forty-four (44) hours per week on a 14 day rotating schedule, as determined by the Fire Chief. Any alterations to the work schedule shall be negotiated with the union in accordance with M.G.L. Ch. 150 E. The Chief may temporarily alter the work schedule only under urgent emergency circumstances.

9. LENGTH OF SERVICE

For the purpose of leave benefits, length of service is calculated from the date the firefighter was hired fulltime to start accruing leave time. A bargaining unit member's anniversary date is his/her fulltime date of appointment.

10. IMMUNIZATION

Upon request of a bargaining unit member the Town of Hubbardston shall provide the following immunization and booster shots for tetanus, hepatitis, tuberculosis and influenza.

A bargaining unit member may request to be tested after any suspected exposure to an infectious disease. The town agrees to pay the expense for this testing and any related laboratory work.

11. UNION LEAVE

One designated member of the union negotiating committee shall be granted leave from duty without loss of wages for all meetings between the Town and the Union for the purposes of administering grievances and negotiating the terms of a contract.

The Union designee shall be granted leave without loss of benefits up to a total of four days per calendar year to attend meetings of the Professional Firefighters of Massachusetts (PFFM) and/ or the International Association of Firefighters (IAFF).

12. SICK LEAVE

Sick Leave shall be established at one day accrued per month for twelve (12) sick days per year starting at date of appointment. A maximum of 90 days shall be allowed to accumulate. If a bargaining unit member is absent more than three (3) consecutive working days, a report from a physician may be required by the Fire Chief prior to return to duty. Sick leave may be taken in one (1) hour increments to account for all or part of any scheduled shift period.

In the event of a sick dependent child or spouse, a bargaining unit member may use up to three (3) sick days per year provided the sick time is available. Additional time for this reason may be arranged on an individual basis with the Chief of the department, as well as laws dictated by the Small Necessities Leave Act.

When a bargaining unit member in good standing retires or voluntarily leaves employment, he/she will receive a lump sum equal to 50% of all accrued sick time (total accrual shall not to exceed 90 days).

13. SICK BANK

The purpose of the Voluntary Sick Leave Bank is to provide extended sick leave coverage to any permanent, full-time firefighter who has exhausted his/her sick leave and who is a member of the Voluntary Sick Leave Bank pursuant to paragraph A below. A firefighter may access the Bank for absences due to or resulting from an extended and/or serious injury, illness or disability as defined by the Family and Medical Leave Act as a serious personal illness or injury.

- A. To be eligible to join the Voluntary Sick Leave Bank as a member, a bargaining unit member must have completed two (2) years of employment and must have contributed twenty two (22) hours of his/her accumulated sick leave to the Bank annually.
- B. The Bank will be administered by a committee of four persons, two members representing the Town and two members representing the Union.
- C. All requests for the use of sick days from the Bank shall be directed to the Sick Leave Bank Committee. The Committee may approve the request for the use of Bank time. The request for use of the Bank must be accompanied by an application and medical documentation.
- D. The decisions and actions of the Sick Leave Bank Committee are final and not subject to the grievance procedure.

14. PERSONAL LEAVE

Personal leave shall be established at two (2) days per anniversary year. Personal leave is to be requested by the bargaining unit member in a timely manner and is subject to approval of the Fire Chief.

15. MILITARY LEAVE

All bargaining unit members who are called to active duty and or who is a member of a reserve component of the National Guard or the Armed Forces of The United States shall be granted time off in accordance with Section 59 of MGL Chapter 33, leave of absence without loss of benefits during the time of his/her active duty status.

16. BEREAVEMENT LEAVE

Full time firefighters with benefits may be granted up to three days leave without loss of pay following the death of an immediate family member. Immediate family is defines as an employee's spouse, children, stepchildren, foster children, parents, siblings, parent-in-law, grandparent or a person permanently residing in the employee's household. An employee may be granted up to one day bereavement leave for the purpose of attending the funeral of an aunt or uncle.

17. COURT TIME

Any bargaining unit member on duty, on vacation, furlough or on a day off, who attends as a witness or in other capacity for or on behalf of the Commonwealth or the Town in a criminal or other matter pending in any Court of the Commonwealth, or before any Grand Jury proceeding, or in conference with a District Attorney or Assistant District Attorney, or at any Pretrial Court Conference, or any other related hearing or proceeding, or who is required or requested by any City, County, State, or the Federal Government or any subdivision or agency or any foregoing to attend or appear before any administrative or quasi-judicial body thereof, or who attends as a witness or in other capacity for or on behalf of the Government of the United States, the Commonwealth, or the Town in a criminal or other matter pending in Federal District Court, or before a Federal Grand Jury with a United States Attorney or Assistant United States Attorney, or at any Federal Court Pretrial Conference or any other related hearing or proceeding, shall be entitled to compensation for every hour or fraction thereof during which he was in such attendance. The compensation for court appearances will be paid one and one-half (1 1/2) times the hourly rate. In no event shall such compensation be for less than four (4) hours. When court time as defined in this section overlaps with shift time, the employee will be paid only for actual time worked in excess of the actual shift time at the time and one-half (1 1/2) rate. The bargaining unit member will only receive credit and regular time payment for the period of his shift. Any witness fees or jury duty compensation shall be remitted to the Town.

18. CLOTHING ALLOWANCE

All clothing, gear and job related tools will be purchased by the Town or reimbursed to the bargaining unit member. Reimbursements are subject to approval of the Fire Chief. The Town shall provide all protective firefighting and EMS gear and replace on an as needed basis.

19. VACATION

All regular full-time employees covered by this agreement shall be eligible for vacation leave with pay as follows:

After 12 months	8 shifts
5 years	12 shifts
10 years	16 shifts
20 years	20 shifts

Vacation is computed on completed years of service effective the anniversary date of hire of any given year.

An employee with earned vacation time has the option of taking his vacation in the following manner:

- a. Taking the total vacation time consecutively in that fiscal year in up to 8 shift increments at one time,
- b. Taking 4 shift increments within the fiscal year,
- c. Taking separate vacation shifts within the fiscal year.

Vacations shall be scheduled and/or granted by the Chief who will take into account the employee's preference based on seniority.

A vacation sign-up sheet shall be made available as of January 1 and July 1 of each year. Such sign-up sheet is for the purpose of planning schedules, avoiding conflicts, and is subject to change upon request from the employee by agreement with the Fire Chief.

Any member can carry up to 4 shifts into the following anniversary year, but must notify the Chief prior to thirty (30) days of the end of their anniversary year. Vacation days carried over must be used by the end of the fiscal year.

Firefighters on Injured on Duty (IOD) leave will not accrue vacation time during such absences.

20. PROFESSIONAL DEVELOPMENT

Professional Development

A bargaining unit member who completes "Professional Development" Courses in a twelve month period from December to December and approved by the Chief of the Department shall receive a yearly payment of One Thousand Dollars (\$1,000.00) per year.

Professional Educational Development shall be paid annually on the first pay period of December.

EMT, EMT-Advanced, Paramedic - CERTIFICATION

EMT/EMT-I & Advanced and Paramedic certification is a mandatory condition of employment for each bargaining unit member to retain their position.

The Town shall reimburse as authorized by the Chief of the Fire Department for all costs of recertification required by the Ma. OEMS and the Federal Government (Mass & National) of EMT certification including providing all continuing education training. If required training cannot be held in-house. Bargaining Unit Members with the approval of the Fire Chief may attend training outside of the department without loss of pay.

Bargaining unit member attending mandatory training as set forth by the Fire Department, Medical Director, State of Massachusetts and the Federal Government shall be compensated at their overtime rate if the training falls on a non-scheduled day, vacation, or holiday. The Town will also reimburse all costs of the designated EMS Instructor qualifications as approved and authorized by the Chief of the Fire Department.

21. HOLIDAYS

Bargaining unit members shall receive twelve (12) paid holidays per year. Bargaining unit members shall be paid in addition to their regular rate of pay 11.0 hours straight time per Town-accepted holidays as follows:

NEW YEAR'S	LABOR DAY
MARTIN LUTHER KING JR. DAY	COLUMBUS DAY
PRESIDENT'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS
PATRIOTS DAY	

Bargaining unit members working on a town-accepted holiday shall be paid at a rate of time and one half for hours worked in addition to regular holiday pay. If bargaining unit members are required to work on Thanksgiving and Christmas, bargaining unit members shall be paid at the rate of double time in addition to regular holiday pay.

Should the Town accept any new holidays during the term of this agreement, they shall also be included as a paid Holiday for bargaining unit members.

22. OVERTIME

Bargaining unit members shall be paid at the rate of time and one half for all hours worked over and above their regular scheduled hours. Members held over past regularly scheduled shift hours will be paid a two (2) hour minimum. Bargaining unit members responding to calls off shift will be paid a three (3) hour minimum.

Bargaining unit members shall have right of first refusal to fill any open shift vacated by a bargaining unit member.

23. STAFFING

Staffing levels are to assure the safety of the residents and the bargaining unit members. The Town will make every effort to maintain three (3) full time firefighters on duty Monday through Friday.

tuesday and Sunday the Town will maintain two (2) firefighters on duty.

24. DETAILS

Bargaining unit members hired for private contracted details shall be paid at a rate of \$35.00 an hour, at a minimum of four hours.

Bargaining unit members hired for Town detail events shall be paid at 1 and ½ times their regular rate of pay at a minimum of three (3) hours.

25. TRAINING

Bargaining unit members shall participate in training of the department as scheduled. If the training is after scheduled hours, bargaining unit members shall be paid at their overtime rate. Bargaining unit members may be allowed to participate in training outside of the department subject to approval by the Fire Chief and be paid at one and a half times their regular rate of pay for hours worked during the training session.

26. PROFESSIONAL INDEMNITY

During the term of this agreement, the Town agrees to provide complete professional indemnity for all full-time firefighters (up to \$1,000,000.00) by inclusion in the Town's insurance coverage.

For the purpose of statutory on duty indemnification, on duty shall commence the moment a bargaining unit member leaves the threshold of his residence and continues until he/she reenters the threshold of his residence at the conclusion of his/her duty, taking the most direct route in either direction. Duty shall include all firefighting activities engaged in by the bargaining unit member authorized by the Chief or his designee.

27. LIFE INSURANCE:

The town shall provide a \$10,000 term life insurance policy to all bargaining unit members. The town shall pay 65% of the premium and the bargaining unit member shall pay 35% of the premium.

28. HEALTH INSURANCE:

The Town shall provide health insurance to all bargaining unit members. The town shall pay 65% of the premium and the bargaining unit member shall pay 35% of the premium for any health plan approved and offered by the Town.

27. COMPENSATION

Step-Pay Schedule: Effective at the execution of this agreement, bargaining unit members shall be compensated according to their current step classification as listed below. All future step advancements and new firefighter hires shall be in accordance with this agreement.

Step Definitions:

- Probationary: Date of Hire
- Step 1: Completion of probationary period (12 Months)
- Step 2: Third Anniversary (completion of 36 months)
- Step 3: Fifth Anniversary (completion of 60 months)
- Captain: Fire Department Captain as appointed by the Chief

FY17: July 1, 2016 to June 30, 2017 (2% increase)

	<u>Probationary</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Capt.</u>
Hourly:	\$17.90	\$18.98	\$20.07	\$20.68	\$25.35

FY18: July 1, 2017 to June 30, 2018 (2.5% increase)

	<u>Probationary</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Capt.</u>
Hourly:	\$18.35	\$19.45	\$20.57	\$21.20	\$25.98

FY19: July 1, 2018 to June 30, 2019 (3% increase)

	<u>Probationary</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Capt.</u>
Hourly:	\$18.90	\$20.03	\$21.19	\$21.84	\$26.76

WORKING OUT OF GRADE:

Whenever assignment of any member of the bargaining unit covered by this agreement is necessary in a grade higher than his regular grade, then assignment of the work out of grade into such higher-rated position shall be made to the member of the bargaining unit having the most seniority on the current seniority list.

Any member of the bargaining unit working out of grade shall receive the maximum pay grade of the position; said payment shall be pro-rated hourly.

In the event a member of the bargaining unit has been paid a higher rate than his regular rate, in accordance with this section and is reassigned to his regular position, he shall thereafter be compensated at the regular rate established for his regular position.

Appointment Related Stipends

Bargaining unit members authorized by the Fire Chief to be the **EMS Training Coordinator** will assume the responsibility of coordinating training and maintaining all EMS records. For this duty said firefighter shall receive an additional payment of: **\$1250.00 for FY17/ \$1500.00 for FY18/ \$1750.00 for FY19** on the first pay period in December.

Bargaining unit members authorized by the Chief of the Fire Department to be the Departments **Fire Investigator** shall receive an additional **\$500.00** per year annually on the first pay period of December.

Bargaining unit members authorized by the Chief of the Fire Department to be a Department **Safe Coordinator** shall receive an additional **\$500.00** per year annually on the first pay period of December.

Bargaining unit members authorized by the Chief of the Fire Department to be a Department **Fire Instructor** shall receive an additional **\$500.00** per year annually on the first pay period of December.

The full-time **Captain** of the Fire Department shall receive a payment as follows for administration duties as assigned by the Fire Chief: **\$1750.00 for FY17/ \$2000.00 for FY18/ \$2250.00 for FY19**. Payment shall be made on the first pay period of December.

Bargaining unit members certified as an **EMT Basic or EMT Advanced** shall receive an additional payment of **\$1250.00** yearly on the first pay period of June.

Bargaining unit members certified as a **Paramedic** shall receive an additional payment as follows: **\$2000.00 for FY17/ \$2500 for FY 18/ \$3000 for FY19** payable on the first pay period of June.

28. LONGEVITY

Bargaining unit members shall receive annually in one payment on the first pay period of June the following longevity incentives:

After the Completion of 5 years – \$2000.00 per year.

After the Completion of 10 years – \$2750.00 per year.

After the Completion of 15 years – \$3250.00 per year.

After the Completion of 20 years- \$3750.00 per year.

(For the purpose of calculating regular compensation incentive payments and stipends will be included as Regular Compensation)

29. CELL PHONE REIMBURSEMENT

All bargaining unit members shall receive annually on the first pay period of June \$200.00 for the use of personal cell phones for authorized fire department business.

30. GRIEVANCE PROCEDURE

Section 1. Any dispute arising in connection with wages, hours of work, other conditions of employment, or out of the interpretation or application of the provisions set forth in this agreement may be presented for consideration by the Union.

Section 2. The parties agree that any grievances that may arise during the life of this agreement will be discussed promptly and the parties will diligently cooperate in an effort to resolve said grievance at the earliest possible time.

Section 3. The grievance must be filed within twenty (20) days. The twenty (20) calendar day clock begins at midnight following the event that prompted the grievance.

Section 4. Steps

Step 1. Filed in writing (on the approved grievance form) with the Fire Chief or designee, who shall hear the grievance and shall answer within five (5) working days (Monday through Friday - excluding holidays). This shall not preclude oral discussions or informal conference between the Chief or designee and the Union.

Step 2. Filed in writing with the Town Administrator within five (5) working days (Monday through Friday - excluding holidays) after the answer is due at Step 1. The Town Administrator or designee shall have the option of holding a hearing on the matter, within 21 days of receipt of the grievance and shall respond in writing within thirty (30) days after filing with the Town Administrator.

Step 3. Filed in writing with the Board of Selectmen within five (5) working days (Monday through Friday - excluding holidays) after the answer is due at Step 2. The Board of Selectmen or its designee shall hear the grievance, as presented by

no more than two (2) Union representatives and legal counsel, have five (5) days or no later than at its next regularly scheduled meeting to respond to the Union.

Step 4. Submitted to arbitration by either party (Union or Town) within thirty (30) calendar days after the answer of the Board of Selectmen is due. The arbitration proceeding shall be conducted and the arbitrator shall be selected according to the rules and regulations of the American Arbitration Association. The Board of Conciliation and Arbitration may be selected to conduct the grievance with the mutual consent of both parties.

The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The arbitrator may not add, subtract, or alter any provisions of the agreement, nor may he/she establish any new terms or conditions of employment.

Notwithstanding any contrary provisions, the arbitrator shall be without power or authority to make a decision which:

- (a) violates or is inconsistent with any term or provision of this agreement or applicable law;
- (b) exceeds his/her jurisdiction and authority under law and this agreement;
- (c) involves an incident which occurred or failed to occur prior to the execution of this agreement;
- (d) involves any matter which by law or under the terms of this agreement, is within the exclusive authority of the Town;
- (e) which does not pertain to a matter involving the interpretation or application of an express provision of this agreement.

Section 5. The costs and expenses of arbitration shall be shared equally by the parties.

Section 6. A grievance shall be deemed waived and settled on the basis of the Town's answer unless such grievance is submitted to each of the Steps within the time limits provided.

31. INJURED ON DUTY

LINE OF DUTY INJURY Section 1

Whenever a bargaining unit member sustains injury in "Line of Duty" as defined in Chapter 41, Section 111F of the General Laws, such injury for the purposes of official records, shall be designated as "Line of Duty", and such bargaining unit member shall be compensated in the manner set forth in Section 111F of Chapter 41 ; provided that such leave shall not be granted for any period after such fire fighter has been retired or pensioned in accordance with the law or for any period after a physician designated by the appointing authority determines that such injury no longer exists, or such bargaining is fit for light duty as set forth below in section 2 of this article.

MODIFIED DUTY FOR RETURN TO WORK. Section 2

There are injuries which may be sustained on and off the job which may permit a bargaining unit member to perform certain modified and job related duties which will improve the department, provide meaningful work activities for the injured bargaining unit member and improve the bargaining unit member's opportunity to achieve full psychological and physical recovery from the injury.

Bargaining unit members experiencing illness or injury in a non-duty status may request to participate in a modified duty program in accordance with the provisions of this article and subject to the approval of the chief.

If a bargaining unit member is out on I.O.D. is unable to return to full duty status, the Chief of the Department, after review with the individual bargaining unit member and the Union, may assign an officer/fire fighter who is recovering from a job related sickness or injury to modified duty, while the officer/ fire fighter is awaiting medical clearance to return to regular duty. This shall be done after review by the bargaining unit member's physician and the Town's physician who shall have approved such modified duty, after having been provided with a written job description of the modified duty assignment.

If unable to agree, a third physician from the appropriate medical specialty, agreed to by the bargaining unit member and the city's physician, shall, if he/she deems it necessary, examine the bargaining unit member and make a determination which shall be binding on both parties. Said third physician shall be paid by the city. It is not

intended that modified duty assignments under this article shall be permanent assignments. Such assignments shall not, in any case, extend beyond one year.

Further a bargaining unit member will not commence any modified duty assignments within thirty (30) days of the initial date of injury. Once application for retirement is made, the bargaining unit member shall return to his/her prior I.O.D. status or sick leave, whichever is appropriate. If the local retirement board denies his/her application, the bargaining unit member shall return to previous status only to fill the remainder of his /her one-year term. (The one year term shall not include that period of time that his/her application for retirement was pending) Bargaining unit members on modified duty shall not be considered to be part of the fire suppression and EMS forces.

The Chief will make light duty assignments to minimize public contact, and in any event, no bargaining unit member will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status. Light duty assignments shall be, so far as practical, particularized to the individual abilities and limitations of each bargaining unit member so assigned.

Modified duty shall not include driving of ambulances or fire suppression emergency vehicles. The bargaining unit member on modified duty may be released by the Chief to attend physician appointments or physical therapy. Such requests for release shall not be unreasonably withheld.

32. DRUG/ALCOHOL POLICY

The basis for the directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating a bargaining unit member's condition are the following:

1. Balance- sure/unsure/questionable
2. Walking- steady/unsteady/questionable
3. Speech- clear/slurred/questionable
4. Attitude- cooperative/uncooperative/questionable
5. Eyes- clear/bloodshot/questionable

It is required that the observations of these objective facts by a supervisory employee be documented in a form signed by the supervisor. In addition, there should be a place on the form for the supervisor to document other relevant facts, such as admissions or explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the Town and the rational inference(s), which may be drawn from those facts.

The creditability of sources of information, whether by tip or informant, the reliability of the facts of information, the degree of corroboration, the results of town inquiry and/or other reasonable factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not inclusive examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents.
3. An employee exhibiting behavior inconsistent with previous performance.
4. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
5. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

If a Supervisor concludes that the drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within three (3) months on a random basis determined by the Town in the Town's sole discretion and on Town time. If these procedures are not followed, bargaining unit members may refuse to submit to the test without being disciplined. Alcohol testing shall be performed based upon reasonable suspicion as hereinafter provided.

If drug testing is warranted, a bargaining unit member may voluntarily participate in a rehabilitation program as a substitute for said permitted three (3) months random testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Except as to a grievance that a Supervisor has not followed the procedure outlined in this Article, the decision of the Supervisor to require alcohol and drug testing shall be final and binding and not subject to the Grievance and Arbitration procedure. The test sample taken from the bargaining unit member shall be secured by the Town and the Union. Failure to provide the test samples as directed will result in disciplinary action.

In the event that the test proves negative, the bargaining unit member will be paid for all time used in this process.

Rehabilitation programs shall be mandatory for bargaining unit members with confirmed positive results or for a bargaining unit members admitting drug usage. Bargaining unit members who successfully complete a rehabilitation program shall be guaranteed no disciplinary action and the right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this article that a bargaining unit member who is found to test positive on the drug screening shall be treated within the Employer/Employee relationship. It is incumbent upon the bargaining unit member to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an outpatient or in-patient basis. The bargaining unit member may utilize sick time for such in-patient programs. Leave of absence without pay for such reasonable periods will be allowed. The bargaining unit member shall be expected to comply with all requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The bargaining unit member agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the Employee shall be immediately subject to disciplinary action, which may be termination of employee.

It is agreed that the parties will make every effort to protect privacy and confidentiality. The parties will develop a specific plan to protect privacy.

33. PERFORMANCE EVALUATIONS

1. Bargaining unit members shall participate in performance reviews. The performance review system is intended to ensure a common understanding by both management and employee of what is expected in terms of continued job performance, and to serve as the basis for identifying employees' accomplishments as well as the need for performance improvement. The evaluations shall be conducted by the Fire Chief or his designee.

2. (New Employee) upon the completion of a new employee's initial twelve (12) months of employment, the individual's work performance shall be reviewed using a competency rating system. If the first twelve (12) month probation period evaluation

indicated poor performance by the probationary employee, the employee will be terminated. At the discretion of the Fire Chief, the employee may be continued in probationary status for a period not to exceed an additional six (6) months; with the total probationary period to exceed eighteen (18) months.

3. (Annual Evaluations) Subsequent reviews using the competency rating system will be done on an annual basis. The annual reviews shall be conducted on or about the month of May or June, and shall be the basis for determining whether the employee shall advance to the next pay step increase.

4. (Eligibility for Step Increase) In order to be eligible for any step increase, employees must have earned a satisfactory performance rating. Any employee whose overall performance is rated as either "well below" or "somewhat below" the requirement for the position shall not be eligible for a step increase for the upcoming July first payroll year.

34. JOB POSTING/PROMOTIONS

All promotions within the Hubbardston Fire Department through the rank of Deputy Chief shall be implemented as a result of a competitive examination process outlined in the Hubbardston Fire Department Rules and Regulations.

1. When a position covered by this Agreement becomes vacant and is to be filled by the Town or if a promotional position becomes available and the Town determines to fill the vacancy; such vacancy shall be posted on the bulletin board for a period of ten (10) working days. Bargaining unit members wishing to be considered for such a vacancy or position shall notify the Fire Chief in immediately after the ten (10) day period expires. Ninety (90) days after of the expiration of the posting period the Fire Chief will schedule a date for a competitive examination implemented by an outside recognized testing agency.

2. Relevant factors for determining qualifications for a position or vacancy shall include, but not be limited to skill, ability, education, seniority, veteran status, efficiency, training, longevity or potential and the impact on the overall efficiency of the Department.

3. If there are two (2) equally qualified applicants for a vacancy, position or promotion to a position within the bargaining unit, full time seniority shall govern.

4. Where the term qualification is used herein, the Fire Chief, acting in his discretion shall determine whether an employee is qualified.

35. MANAGEMENT RIGHTS

The Town shall retain the sole right and authority to operate and direct affairs of the Town and the Fire Department in all of its various aspects, including but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified by this Agreement. Among the rights retained is the Town's right to determine its mission and set standards and service offered to the public; directing the working forces; to plan, direct, control and determine the operation or services to be conducted in and by the Fire Department or by the employees of the Town; to assign employees; to hire, promote, demote employees and to suspend, discipline or discharge employees for just cause; to reduce employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations and to methods, equipment or facilities.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the department;
- to determine the organization of the department, the number of employees, the work functions and the technology of performing them;
- to determine the methods, means and personnel by which the department's operations are to be carried out;
- to manage and direct employees of the department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, assign employees;
- for legitimate safety purposes to transfer, temporarily reassign or detail employees to other shifts or duties;
- to determine the equipment to be used;
- to determine policies affecting the hiring and retention of employees;
- to lay off employees for lack of work or other legitimate reasons;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;

- To enforce existing rules and regulations for the governance of the department as contained in the Department's standard operating procedures, to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations.

Nothing in this article shall be held to be paramount to any other provision in this agreement. This article will not be interpreted in any manner inconsistent with the rights and obligations of the parties and employees under M.G.L. c. 150E and all parts of this agreement shall be held of equal importance and shall be considered equally.

The failure of the Employer or the Union to insist upon performance of the terms or conditions of this agreement or to exercise any right hereunder in any one or more instances shall not be considered a waiver or relinquishment of the right of the Employer, or the Union to future performance of any such term or condition. The obligation of the Employer and the Union regarding future performance or the exercise of any right hereunder shall continue in full force and effect.


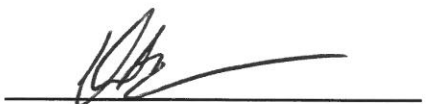
36. SEVERABILITY

If any Section and/or Article of this Agreement is determined to be held invalid by operation of law, or by any Court of competent jurisdiction; the remainder of this Agreement shall not be affected. This agreement may be reopened at any time during its life to correct, clarify, or amend any language or salary related issues that may arise. This will be with the consent of both parties. This agreement shall remain in effect until a new successor agreement is collectively bargained by both parties involved.

Executed this 16th day of May, 2016.

TOWN OF HUBBARDSTON
BOARD OF SELECTMEN

HUBBARDSTON FIREFIGHTERS
IAFF - LOCAL 4957



TOWN OF HUBBARDSTON
TOWN ADMINISTRATOR

